

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 04-11-60773

HUD# 07-11-0553-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

JALIL MOSTAFAVI

3541 Galway CT

Iowa City, Iowa 52246

MAHROOYEH MOSTAFAVI

3541 Galway CT

Iowa City, Iowa 52246

J & M ASSOCIATES

3541 Galway CT

Iowa City, Iowa 52246

COMPLAINANT

ALICIA P. CLAYPOOL

Commissioner

Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant is a member of the Iowa Civil Rights Commission. Complainant alleged Respondents advertised the subject unit on Craigslist on March 17, 2011. Complainant alleged two potential applicants responded to the ad. The first potential applicant contacted Respondents on March 31, 2011; the second on April 14, 2011.

By refusing to waive their “no pets” policy for a service animal, Complainant alleged Respondents, on March 31, 2011, failed to make a reasonable accommodation for a person with a disability in need of a service animal, which resulted in a denial of rental housing based on disability. Respondent Mahrooyeh Mostafavi told the potential applicant, “[I]n this building, we don’t allow any kind of service dog or any kind of pet. But, we have on the East side of the town 2482 Lakeside Drive that is two bedrooms and we allow dog or service dog in that building.”

Complainant also alleged Respondents, on April 14, 2011, refused to rent to the second potential applicant due to familial status (the presence of minor children in the household). Respondents' March 17, 2011 ad stated, "This complex is very quiet and most tenants are graduate students." When the potential applicant inquired about the subject property and asked about schools, parks, and if there were other children in the complex, Respondent Mahrooyeh Mostafavi responded, "No. this is not for family. It's for graduate students as I told you."

Respondents own and manage the subject property at 905 West Benton Street, Iowa City, Iowa 52246. They also own the property at 2482 Lakeside Drive, Iowa City, Iowa 52246.

On June 28, 2011, Respondents' attorney sent a letter to the Commission stating Respondents are natives of Iran and in their culture there is no such term as "service dog" or "service animal." Respondents' attorney stated Respondent Mahrooyeh Mostafavi did not connect the term "service dog" with a disability. Regarding "familial status," Respondents' attorney stated, "[M]y client was simply trying to be helpful. My clients own other buildings that are more conducive to families, and my client was simply trying to help the caller by steering her toward a building in which Mrs. Mostafavi thought the caller and her family would be happier."

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.
2. Respondents agree not to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with that dwelling on the basis of race,

color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of Iowa Code Chapter 216.

3. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to discriminate in the sale or rental or otherwise make unavailable or deny a dwelling to a buyer or renter because of a disability or because the buyer or renter has minor children in his/her household.

42 U.S.C. 3604(a), 3604(d) and 3604(f)(1); Iowa Code §§ 216.8(1)(a), 216.8A(2), and 216.8A(3)(a).

4. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

5. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, national origin, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination. 42 U.S.C. 3604(c); Iowa Code § 216.8(3).

Respondents acknowledge families with children may not be segregated in certain buildings or properties, or in certain areas or floors of a particular complex. Respondents also acknowledge property owners, managers, and agents cannot discourage families with children from seeking or making application for available rental units by making any statement, verbal or written, that indicates families with children are not welcome or not solicited as tenants. Respondents acknowledge such a discouraging and unlawful statement is: "No. this is not for family. It's for graduate students as I told you."

Voluntary and Full Settlement

6. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

7. The parties enter into this Predetermination Settlement Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

8. The parties agree the execution of this Predetermination Settlement Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

9. Respondents agree the Commission may review compliance with this Settlement Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports.

Disclosure

10. Respondents agree the terms of this agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

12. Respondents Mahrooyeh and Jalil Mostafavi agree they will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of his receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding the prohibition of discrimination against families with children and discriminatory advertising. The training will also address how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

New Policy and Practice

13. Respondents acknowledge their obligation under State and Federal Fair Housing Laws to waive their no-pet policy as a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling. Assistance animals categorized as either service animals or emotional support animals are not considered pets under the Fair Housing Act and cannot be subjected to pet rules, pet fees or pet deposits. Respondents acknowledge waiving a no-pet policy for a service animal or emotional support animal qualifies as a reasonable accommodation if the animal is needed to assist an individual with a disability.

Under State and Federal Fair Housing Laws, waiving a no-pet policy qualifies as a reasonable accommodation for an assistance animal if the animal provides assistance or performs tasks for the benefit of the individual with a disability, such as guiding visually impaired individuals, alerting hearing impaired individuals to sounds and noises, providing protection or rescue assistance, pulling a wheelchair, seeking and retrieving items, alerting individuals to impending seizures, and providing emotional support to persons who have a disability need for such support.

Landlords cannot restrict the type of dog, size or weight of assistance animals and cannot require special tags, equipment, certification or special identification of assistance animals.

14. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement

specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodation. These standards shall comply with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq., and include the following provisions:

Respondents shall inform all applicants and occupants that they may request reasonable accommodations of Respondents' rules, policies, practices, and services. Prior to lease execution, if prospective tenants inquire about reasonable accommodations, Respondents shall inform them of their ability to seek reasonable accommodations. Respondents shall use the following forms:

- Request for Reasonable Accommodation (Attachments 1 and 2), and
- Approval or Denial of Reasonable Accommodation Request

(Attachment 3)

Oral requests for reasonable accommodations shall be recorded by Respondents' employees or agents using the "Request" form, Attachment 2.

Respondents shall keep written records of each request for reasonable accommodation. These records shall include:

- Name, address, and telephone number of the person making the request;
- Date request received;
- Nature of request;
- Whether request granted or denied; and
- If denied, reason(s) for the denial.

Upon adopting specific, uniform, and objective written standards and procedures for receiving and handling requests made by people with disabilities for reasonable accommodations, Respondents shall provide written notice of those standards and procedures to each current and future tenant who has requested an accommodation, in a form substantially equivalent to Attachment 4.

Review of Tenant Files

15. Respondents agree to review all current tenant files to determine whether their employees or agents appropriately handled past requests for reasonable accommodations in accordance with the requirements of Iowa Code Chapter 216 and 42 U.S.C. §§ 3601 et seq. If errors were made in the handling of past requests for reasonable accommodations, Respondents shall promptly correct those errors by notifying the affected tenants, granting the requests for reasonable accommodations, and refunding any monies unlawfully collected for pet fees or deposits.

Within ninety (90) days of the execution of this Settlement Agreement, Respondents shall report all errors to the Commission, as well as all actions taken to correct those errors, to the attention of Don Grove, Supervisor of Investigations. For each error, Respondents shall provide:

- Name, address, and telephone number of affected tenant;
- Date of request for reasonable accommodation;
- Nature of request;
- Date affected tenant notified of error; and
- Nature of action taken to correct error.

Fair Housing Poster and Logo

16. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants.

Respondents also agree to send documentation to the Commission, verifying the posters have been placed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of receiving a Closing Letter from the Commission.

17. Respondents agree to include the Fair Housing Logo in all future advertising for the subject property located at 925 West Benton Street, Iowa City, Iowa 52246 in newspapers where the advertisement is more than two square inches, and in all pamphlets, brochures, and other promotional literature, and on any internet website including Craigslist.

Respondents also agree to send a copy of their first advertisement with the fair housing logo to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of publishing the advertisement.

Demographics

18. On an annual basis for the next three years, Respondents agree to provide a “snapshot” of their tenants at 925 West Benton Street, Iowa City, Iowa 52246 by familial status.

On or before October 1, 2011, October 1, 2012, and October 1, 2013, Respondents agree to provide a snapshot of their tenants as of September 1, 2011, September 1, 2012, and September 1, 2013. Each snapshot shall include: (1) the number of occupied units; (2) the number of units occupied by families with minor children (under the age of 18); and (3) contact information (name, address, and telephone number) for each of those families with minor children.

Future Advertising

19. For three years following the execution of this Settlement Agreement, Respondents agree all future advertisements in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will include the following language: “Families with children are welcome.”

Respondents agree they will only market the attributes of their rental properties and not reference a preferred type of tenant(s). Respondents agree all future advertising in newspapers, pamphlets, brochures, other promotional literature, and on any Internet website will no longer state a preference for any particular type of tenant based on a personal characteristic.

Respondents agree to send a copy of their first advertisement with the above stated language to the Commission to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of distributing the advertisement.

20. For three years following the execution of this Settlement Agreement, Respondents also agree to retain copies of all advertising in newspapers and Internet websites, pamphlets, brochures, and all other promotional literature (with the corresponding dates they were distributed).

If requested by the Commission, Respondents agree to provide copies of all advertising in newspapers and Internet websites, pamphlets, brochures, other promotional literature, for any particular period of time within the three-year period stated above, within thirty (30) days of such request.

Jalil Mostafavi, RESPONDENT

Date

Mahrooyeh Mostafavi, RESPONDENT

Date

J & M Associates, RESPONDENT

Date

Mary Chapman, Commissioner, signing for

Date

Alicia Claypool, COMPLAINANT and former Commissioner

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION